

**CONTRACT OF EMPLOYMENT
AND
POWER OF ATTORNEY**

STATE OF TEXAS

COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS:

PURPOSE OF REPRESENTATION

I, Jamison H. Dyer, hereinafter referred to as "Client," hereby employ Holly Crampton and Susan C. Norman, hereinafter referred to as "Attorneys," to represent me in the following related cases in State District Court and at the Fourteenth Court of Appeals sitting in Houston, Texas regarding the following matters (scope of representation):

1. In state court matter No. 2023-08753, styled as Jamison H. Dyer v. Linda Caruso, et al in the 127th District Court of Harris County, Texas
2. In state court matter No. 2023-08753-A, the severed cause of action styled Jamison H. Dyer v. Alejandro Sanchez, presently on appeal in
3. In the Fourteenth Court of Appeals (state court) in appeal no. 14-24-00572-CV Styled Jamison H. Dyer v. Alejandro Sanchez
4. In state court matter no. 24-CV-0992 in the 10th District Court of Galveston County, Texas a personal injury case with a pending agreed settlement.

HOURLY BILLING FEE STRUCTURE

This hourly fee agreement covers a resolution of legal matters 1., 2., and 3. set out above. set out above.

No attorney's fee will be due for the personal injury settlement pending in 4. above, however, reimbursement of out of pocket costs/expenses, if any, will be due.

It is expressly agreed that the hourly fee payment is deferred until the conclusion of the case, and at that time, accrued attorney fees will be due from any potential recovery in this case paid after motion to pay and court approval. In the event that there is no recovery in this case, then client will not owe further

attorney's fees to attorney beyond any fees which may have already been paid.

Costs incurred during the litigation are not subject to this limitation of payment at the conclusion of the case from a potential recovery, and will be due to be paid when incurred and in no event later than sixty days after notice has been given to Client, unless other written agreement is reached between the parties.

Billing under this contract of employment became effective April 11, 2024.

Hourly rates for Susan C. Norman: \$500.00 per hour for all court appearances and depositions, including in-person and remote hearings conducted by Zoom or other video conferencing method(s); \$400.00 per hour for court-related matters, including time involved in preparing for court; preparation, drafting and proofing of pleadings and motions; legal research; interviewing witnesses; conferences and communications with Client; conducting discovery; depositions; communications with the attorneys representing the defendant(s); negotiations with the attorneys representing the defendant(s); time spent relating to Client's experts and time required to investigate and prepare for the defendant(s) experts; and all other reasonable and necessary time spent preparing and resolving Client's case, except for travel and waiting time, which is billed at a reduced rate set out below.

Hourly rates for Holly Crampton: \$500.00 per hour for all court appearances and depositions, including in-person and remote hearings conducted by Zoom or other video conferencing method(s); \$400.00 per hour for court-related matters, including time involved in preparing for court; preparation, drafting and proofing of pleadings and motions; legal research; interviewing witnesses; conferences and communications with Client; conducting discovery; depositions; communications with the attorneys representing the defendant(s); negotiations with the attorneys representing the defendant(s); time spent relating to Client's experts and time required to investigate and prepare for the defendant(s) experts; and all other reasonable and necessary time spent preparing and resolving Client's case, except for travel and waiting time, which is billed at a reduced rate set out below.

Hourly rates for other counsel and/or experts: At their standard billing rates.

APPROVAL NECESSARY FOR SETTLEMENT

Attorney is are hereby authorized to enter into any and all settlement

negotiations on behalf of Client as Attorney deems appropriate.

No settlement of any nature shall be made on behalf of Client without the complete approval of Client, nor shall Client obtain any settlement on the aforesaid matters without the complete approval of Attorney.

POWER OF ATTORNEY

Client hereby grants unto Attorney a power of attorney to handle negotiations and settlement discussions regarding the matters involved in this case.

Attorney is hereby granted a limited power of attorney so that Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conduct litigation and to conclude this representation, including settlement of these matters.

EXPENSES INCURRED

Client further agrees to be responsible for any and all expenses which are incurred on Client's behalf. In the event that Attorney advances any expenses on Client's behalf or in Client's name, Client agrees to reimburse Attorney within sixty (60) days of being notified and requested for reimbursement of expenses.

The expenses contemplated above include **any and all** out of pocket expenses incurred in connection with this case, including but not limited to the following expenses: filing fees, court costs, certified copies of documents, pleadings, orders etc., transcripts, depositions, duplication costs from third-party vendors, postage and/or delivery charges, photographs, trial exhibits, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, overnight mail/parcel services, out-of-town expenses including travel expense, air fare, hotels, meals, gasoline and all expenses incurred in connection with the case.

COOPERATION OF CLIENT

Client agrees to keep Attorney informed of Client's home address, home phone, cell phone(s), as well as any changes to the above, within 24 hours of making a change. Client further agrees that any failure on Client's part to keep Attorney

advised of Client's current addresses and phone numbers shall be grounds for the termination of this contract and the Attorney-Client relationship. It shall be sufficient notice to Attorneys to provide notice in writing to the following e-mail addresses:

SueNorman@SueNormanLaw.com.

And


Holly@HollyCramptonLaw.com

Client understands and agrees to fully cooperate and be available at reasonable times to assist in the preparation and presentation of this case, including providing documents and information either personally, or by authorizing Attorney to obtain them from any third person who may have access to, custody, or control of such documents and information required by attorney to represent Client. Client understands that this matter is the joint responsibility of Client and Attorney and requires a close working relationship and the full cooperation of the Client in this matter.

Client understands that Attorney is not a private investigator, and should any investigation in this matter be deemed necessary or required, Client will need to employ a duly licensed private investigator for purposes of conducting any such investigation. At Client's request, Attorney may facilitate Client's search for a private investigator.

Client understands and agrees that it shall be the exclusive privilege of Attorney to determine what legal steps to pursue in representing Client. Client understands and agrees that no compromise or settlement of Client's case may be offered or accepted without the consent of Attorney and Client. Client agrees that Attorney may, in her discretion, employ associate counsel to assist Attorney in assisting in representing Clients.

CLIENT AGREES AND UNDERSTANDS THAT LEGAL ADVICE AND RESULTS DEPEND UPON THE CANDOR AND HONESTY BETWEEN CLIENT AND ATTORNEY. ATTORNEY HAS A LEGAL RESPONSIBILITY TO CLIENT TO GIVE CANDID ADVICE – NOT NECESSARILY WHAT THE CLIENT WANTS TO HEAR, BUT THE BEST ADVICE THE ATTORNEY CAN PROVIDE TO CLIENT. LIKewise, IF THE CLIENT IS NOT FORTHRIGHT AND HONEST WITH ATTORNEY, THE LEGAL ADVICE AND RESULTS



ARE ALWAYS IMPAIRED AND COMPROMISED.

Attorneys may, at their option, withdraw from the case and cease to represent Client for any reason, subject to the professional responsibility requirements to which all attorneys are subject, and including Client's failure to cooperate with Attorney in the preparation and presentation of this matter.

Attorney is not permitted to engage in litigation or threats of litigation for improper purposes or to harass another party. Sometimes clients misunderstand the extent of an attorney's ability to represent client. Client acknowledges and understands that in the event that Client requests or expects Attorney to violate the rules of proper professional conduct, and after an explanation by Attorney, that if Client continues to expect, demand, or impliedly require Attorney to violate her oaths as Attorney or any rules or regulations involving Attorney conduct, then Attorney will have no choice but to terminate the Attorney-Client relationships.

PARTIES BOUND

Client agrees that this contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns where permitted by this agreement.

COLLECTION

Client further agrees that in the event that Attorneys are required to employ legal counsel and/or pay court costs in collection of the above fees and expenses, that Client shall be liable for reasonable attorneys fees and court costs.

TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas. All sums that may come due and payable under this attorney's fee Agreement are due at Attorney's office in Harris County, Texas.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall,

for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the Parties with respect to the matters involving this engagement and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter. The prior waiver of possible conflicts as well as the contemporaneous waiver of possible conflicts are not superceded by this Agreement and continue in effect or contemporaneously come into effect with this Agreement. Prior or subsequent agreements relating to separate legal matters are not affected.

REPRESENTATIONS

CLIENT FURTHER AGREES THAT NO PROMISE OR GUARANTEE HAS BEEN MADE TO CLIENT BY ATTORNEY CONCERNING THE OUTCOME OF THE MATTERS THAT CLIENT HAS HIRED ATTORNEY TO HANDLE FOR CLIENT. CLIENT EXPRESSLY ACKNOWLEDGES THAT CLIENT UNDERSTANDS THAT ALL STATEMENTS MADE BY ATTORNEY ON THESE MATTERS ARE STATEMENTS OF OPINION ONLY.

CLIENT ALSO AGREES THAT NO PROMISE OR REPRESENTATION HAS BEEN MADE AS TO HOW MUCH THE TOTAL FEES OR COSTS FOR THIS MATTER WILL BE.

CLIENT ALSO AGREES THAT NO PROMISE OR REPRESENTATION HAS BEEN MADE AS TO HOW LONG THIS MATTER MAY TAKE.

CLIENT AGREES THAT CLIENT HAS CAREFULLY READ OVER THIS ENTIRE CONTRACT, OR HAS BEEN GIVEN AMPLE TIME AND OPPORTUNITY TO READ THIS CONTRACT, AND TO ASK ANY QUESTIONS THAT CLIENT MAY HAVE CONCERNING THIS CONTRACT, AND THAT CLIENT FULLY UNDERSTANDS ALL OF THE TERMS, CONDITIONS AND OBLIGATIONS CONTAINED HEREIN AND AGREES TO BE BOUND THEREBY.

CLIENTS AGREE THAT THIS CONTRACT HAS NOT BEEN CHANGED BY ANY ORAL STATEMENTS MADE AND THAT THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE ALTERED UNLESS BY FURTHER OR ADDITIONAL WRITTEN AGREEMENT SIGNED BY CLIENT AND ATTORNEY.

CLIENT WILL BE PROVIDED WITH A DUPLICATE ORIGINAL OR AN EXACT COPY OF THIS CONTRACT AND CLIENT IS ADVISED TO KEEP CLIENT'S COPY IN A SAFE PLACE IN ORDER TO REFER TO IT DURING THE REPRESENTATION.

AUTHORIZATION TO DESTROY CLIENT'S FILE

UPON THE CONCLUSION OF THE REPRESENTATION SET OUT HEREIN THE ORIGINAL PAPER FILES MAINTAINED BY THE ATTORNEY'S OFFICE WILL BE DESTROYED WITHIN SIX MONTHS OF THE CONCLUSION OF THE REPRESENTATION. CLIENT HAS THE RIGHT TO RECEIVE THE ORIGINAL OF THE FILES, BUT MUST REQUEST THE FILE PRIOR TO THE END OF THE SIX MONTHS. ATTORNEY WILL NOT RELEASE THE FILE TO ANYONE OTHER THAN THE CLIENT, UNLESS CLIENT PROVIDES A WRITTEN RELEASE ASKING THE FILES BE RELEASED TO A PERSON OTHER THAN CLIENT.

ATTORNEY ATTEMPTS TO ELECTRONICALLY COPY ALL FILES FOR PERMANENT RECORDS, AND BY SIGNING THIS CONTRACT CLIENT AUTHORIZES ATTORNEY TO MAINTAIN AN ELECTRONIC COPY OF CLIENT'S FILE AND TO DESTROY THE PAPER COPY OF CLIENT'S FILE WITHIN SIX MONTHS OF THE CONCLUSION OF THIS MATTER.

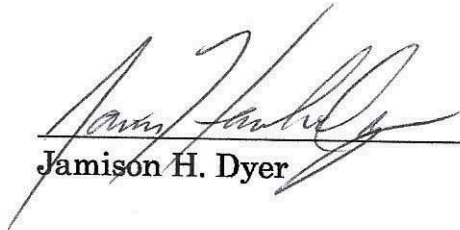
POTENTIAL DISCLOSURE OF THE CONTENTS OF THIS CONTRACT

Client understands that a copy of this contract may be required to be produced in response to Court order, litigation discovery, or other legal proceeding, and Client hereby authorizes attorney to release a copy of this contract as required to further any litigation relating to this contract or as otherwise required in any legal proceeding.

Effective on April 11, 2024, and signed on the ____ day of January, 2025

AGREED:

Approved and Accepted by Attorneys



Jamison H. Dyer



Susan C. Norman

Holly Crampton